

THIS DEED is made the day of Two Thousand and Twenty
Six

B E T W E E N

(1) NEWPORT CITY COUNCIL of the Civic Centre, Newport, South Wales NP20 4UR
(hereinafter called "the Council"); and

(2) RUGBY PROPERTY ASSETS LIMITED (Co. Regn. No. 02066907) of Unit 12 Davy Court,
Castle Mound Way, Rugby CV23 0UZ (hereinafter called "the Freehold Owner"); and

(3) TOMILMERIAD LTD (Co. Regn. No. 16478268) of 618 Beatrix Victoria Wharf, Watkiss
Way, Cardiff CF11 0SE (hereinafter called "the Leasehold Owner"); and

(5) RED KITE FF1 LTD (Co. Regn. No. 14714633) of Ty Menter Navigation Park, Abercynon,
Mountain Ash, Wales CF45 4SN (hereinafter called "the Mortgagee")

W H E R E A S:-

(1) The Council is the Local Planning Authority for the purposes of this Deed for the
area within which the land described in the First Schedule (hereinafter called "the
Land") is situated and by whom the obligations contained in this Deed are
enforceable.

(2) The Freehold Owner is the owner in fee simple in possession of the freehold Land
and registered at H M Land Registry in respect of the same under Title Number
WA941640 free from encumbrances.

(3) The Leasehold Owner is the leasehold owner in fee simple by virtue of a lease
made between Tomilmeriad Ltd and Rugby Property Assets Limited dated

[] subject to a charge in favour of the Mortgagee but otherwise free from encumbrances .

(4) The Mortgagee is the mortgagee by virtue of a legal charge dated [] and has agreed to enter into this Deed for the purpose of indicating its consent to the terms hereof.

(5) By application reference number 25/0706 dated 29 August 2025 (hereinafter called "the Planning Application") the Leasehold Owner by their agent has applied to the Council for planning permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans deposited with the Council and forming part of the Planning Application as described in the Second Schedule ("the Development").

(4) The Council has resolved to grant planning permission ("the Planning Permission") for the Development subject to conditions and subject to the making of this Deed without which planning permission for the development would not have been granted.

N O W THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-

1. The Freehold and Leasehold Owners covenant with the Council to perform the obligations and observe the restrictions specified in the Third Schedule.
2. It is agreed and declared as follows:-

- 2.1 The expressions "the Council", "the Freehold Owner", "the Leasehold Owner" and "the Mortgagee" shall include their successors in title and assigns.
- 2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 2.3 The covenants contained in this Deed shall take effect upon the completion of this Deed.
- 2.4 This Deed is a Local Land Charge and shall be registered as such.
- 2.5 For the purposes of this Agreement Section 56(2) of the Town and Country Planning Act 1990 shall determine the date upon which the Development is begun
- 2.6 The Leasehold Owner hereby agrees to pay, prior to completion of this Deed, the legal costs incurred by the Council in the preparation and completion of this Deed of £700.
- 2.7 Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 2.8 The parties to this Deed may by agreement rescind or vary this Deed without the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.
- 2.9 Without prejudice to the Council's rights to enforce any breaches of this Agreement (including by way of injunction) if any sum due to the Council under this Deed is not paid on or before the date upon which it is due then in addition to such sum there shall be paid to the Council interest at two per

cent (2%) per annum above the base rate for the time being of the National Westminster Bank Plc from the due date of payment until the actual date of payment.

- 2.10 All sums payable by the Freehold Owner and Leasehold Owner under this Deed shall be index linked so that the relevant contributions due shall be uplifted or decreased in accordance with the difference between the Retail Price Index (or such similar index as may from time to time be published to replace such index, published by the Office for National Statistics or its successor body) last published prior to the date of this Deed and the last Retail Price Index published prior to the date the financial sum is paid.
- 2.11 The Mortgagee consents to the completion of this Deed and acknowledges that from the date of this Deed they shall be bound by the terms of this Deed as if it had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Land.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

FIRST SCHEDULE

All that land known as 175A Commercial Street, Newport as the same is edged in red on the plan attached hereto.

SECOND SCHEDULE

Planning Application reference number 25/0706 dated 29 August 2025 relating to the S73 application for variation of condition 1 (approved plans), removal of condition 3 (window details) and condition 4 (brick details) and partial discharge of condition 5 (details of grills/grates), condition 6 (rainwater goods and soil pipe) and condition 7 (sound insulation) of 22/0794 change of use of first floor from office to 6 bedroom house in multiple occupation.

THIRD SCHEDULE

- 1) Prior to the occupation of the dwelling comprised in the Development, the Freehold Owner or the Leasehold Owner shall pay to the Council a contribution towards the provision of affordable housing in the City of Newport consisting of the total sum of two thousand and sixty-four pounds (£2,064.00) ("the Affordable Housing Sum")
- 2) The Affordable Housing Sum shall be used by the Council within the Housing Target Area of Newport West in accordance with the Council's Affordable Housing Supplementary Planning Guidance but if no suitable scheme is identified within 3 years of the date of payment then the Affordable Housing Sum can be used anywhere within the city of Newport.
- 4) If the Affordable Housing Sum is not used or committed to be used within 5 years of it being paid to the Council, then it shall be repaid to the payer together with any interest accrued.

THE SEAL of **NEWPORT CITY**)
COUNCIL was hereunto affixed in the)
presence of:)

Head of Law and Standards/Legal Services Manager

EXECUTED AS A DEED by)
RUGBY PROPERTY ASSETS LIMITED)
acting by a director)

Name of Director

Witness signature

Witness name

Witness address

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EXECUTED as a **DEED** by)
TOMILMERIAD LTD)
acting by)

.....
(signature of Director)

.....
(signature of Director/Secretary)

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(name of Director)

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(name of Director/Secretary)

EXECUTED as a **DEED** by)
REDKITE FF1 LTD)
acting by two directors)

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(signature of Director)

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(signature of Director)

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(name of Director)

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(name of Director)